

**AMENDMENT NUMBER 2
TO
CONTRACT NO. DIR-TSO-2518
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
DOUBLEHORN COMMUNICATIONS, LLC**

This Amendment Number 2 to Contract Number DIR-TSO-2518 (“Contract”) is between the Department of Information Resources (“DIR”) and DoubleHorn Communications, LLC (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for two (2) years through November 1, 2016 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year term.

2. **Contract, Section 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 7. Pricing, Purchase Orders, Invoices, and Payments**.
3. **Contract, Section 8. Intellectual Property Matters**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 4. Intellectual Property Matters**.
4. **Contract, Sections 5 - 9** are hereby re-numbered **Sections 4 – 7**.

A. Section 5. DIR Administrative Fee is re-numbered as **Section 4. Administrative Fee**;

B. Section 6. Notification is re-numbered as **Section 5. Notification**;

C. Section 7. Statement of Work is re-numbered as **Section 6. Statement of Work, , Service Agreement and Shrink/Click-wrap Agreements**;

D. Section 9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts is re-numbered **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.

5. **Appendix A, Section 8. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report**, is hereby restated in its entirety as follows:

If Vendor submits three (3) monthly sales reports or administrative fee payments late within a 12-month period, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with

its monthly sales report, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

6. **Appendix A, Standard Terms and Conditions for Services Contracts dated 8/9/13**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 05/02/14**, as attached.
7. **Appendix D, Sample Statement of Work**, is hereby replace in its entirety.
8. **Appendix E, Service Agreement**, is hereby replaced in its entirety.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment 2, then Amendment 1, and then Contract DIR-TSO-2518.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 2 to be effective as of November 1, 2014.

DOUBLEHORN COMMUNICATIONS, LLC

Authorized By: signature on file

Name: Tab Schadt

Title: CEO

Date: 10/19/14

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file

Name: Karen Robinson

Title: Executive Director

Date: 10/30/14

Office of General Counsel: signature on file 10/27/14